



State of Connecticut

Office of Health Care Access

Letter of Intent/Waiver Form

Form 2030

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CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

All Applicants must complete a Letter of Intent (LOI) form prior to submitting a Certificate of Need application, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please submit this form to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

If there are more than two Applicants, please attach a separate sheet of paper and provide additional information in the format below.

	Applicant One	Applicant Two
Full legal name	Jefferson Radiology, P.C.	
Doing Business As		
Name of Parent Corporation		
Mailing Address, if Post Office Box, include a street mailing address for Certified Mail	111 Founders Plaza Suite 400 East Hartford, CT 06108	
Applicant type (e.g., profit/non-profit)	For-profit professional corporation	
Contact person, including title or position	Mark Grossman, Chief Executive Officer	
Contact person's street mailing address	111 Founders Plaza Suite 400 East Hartford, CT 06108	

Contact person's phone #, fax # and
e-mail address

(860) 291-6550 (PH)
(860) 291-6594 (Fax)
mgrossman@jeffersonr
adiology.com

SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title:

MRI Replacement

b. Type of Proposal, please check all that apply:



Change in Facility (F), Service (S) or Function (Fnc) pursuant to Section 19a-638, C.G.S.:



New (F, S, Fnc)



Replacement



Additional (F, S, Fnc)



Expansion (F, S, Fnc)



Relocation



Service Termination



Bed Addition



Bed Reduction



Change in Ownership/Control



Capital Expenditure/Cost, pursuant to Section 19a-639, C.G.S.:



Project expenditure/cost greater than \$ 1,000,000



Equipment Acquisition greater than \$ 400,000



New



Replacement



Major Medical



Imaging



Linear Accelerator



Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over \$1,000,000

c. Location of proposal (Town including street address):

704 Hebron Avenue, Glastonbury, CT

List all the municipalities this project is intended to serve: The current MRI in Glastonbury serves patients who live in a wide geographic area. The principle towns of patient origin include: Glastonbury, Wethersfield, East Hartford, Rocky Hill,

Manchester, Vernon/Rockville, South Windsor, Newington, Cromwell, Colchester and Marlborough.

d. Estimated starting date for the project: January 2007

e. Type of project: 19 (Fill in the appropriate number(s) from page 7 of this form)

Number of Beds (to be completed if changes are proposed)

Type	Existing Staffed	Existing Licensed	Proposed Increase (Decrease)	Proposed Total Licensed
N/A				

SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION

a. Estimated Total Capital Expenditure: \$2,121,861

b. Please provide the following breakdown as appropriate:

Construction/Renovations	\$354,400
Medical Equipment (Purchase)	\$63,240
Imaging Equipment (Purchase)	
Non-Medical Equipment (Purchase)	
Sales Tax	\$120,105
Delivery & Installation	
Total Capital Expenditure	\$537,745
Fair Market Value of Leased Equipment	\$1,584,116
Total Capital Cost	\$2,121,861

Major Medical and/or Imaging equipment acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
MRI	Siemens	1.5 T Open Bore Magnetom Espree	1	\$1,584,116
MR Injector	Siemens		1	\$34,440
Matrix Table	Siemens		1	\$28,800

Note: Provide a copy of the contract with the vendor for major medical/imaging equipment.

A copy of the vendor quote is included in Attachment I.

c. Type of financing or funding source (more than one can be checked):

- ☒ Applicant's Equity
 ☒ Lease Financing
 ☐ Conventional Loan
☐ Charitable Contributions
 ☐ CHEFA Financing
 ☐ Grant Funding
☐ Funded Depreciation
 ☐ Other (specify): _____

SECTION IV. PROJECT DESCRIPTION

Please attach a separate 8.5" X 11" sheet(s) of paper and provide no more than a 2 page description of the proposed project, highlighting all the important aspects of the proposed project. Please be sure to address the following (if applicable):

- Currently what types of services are being provided? If applicable, provide a copy of each Department of Public Health license held by the Petitioner.
- What types of services are being proposed and what DPH licensure categories will be sought, if applicable?
- Who is the current population served and who is the target population to be served?
- Identify any unmet need and how this project will fulfill that need.
- Are there any similar existing service providers in the proposed geographic area?
- What is the effect of this project on the health care delivery system in the State of Connecticut?
- Who will be responsible for providing the service?
- Who are the payers of this service?

If requesting a Waiver of a Certificate of Need, please complete Section V.

SECTION V. WAIVER OF CON FOR REPLACEMENT EQUIPMENT

I may be eligible for a waiver from the Certificate of Need process because of the following:
(Please check all that apply)

- ☐ This request is for Replacement Equipment.
 - ☐ The original equipment was authorized by the Commission/OHCA in Docket Number: _____.
 - ☐ The cost of the equipment is not to exceed \$2,000,000.
 - ☐ The cost of the replacement equipment does not exceed the original cost increased by 10% per year.

Please complete the attached affidavit for Section V only.

AFFIDAVIT

Applicant: Jefferson Radiology, P.C.

Project Title: Replacement of MRI Scanner in
Glastonbury Office

I, Mark S. Grossman, CEO
(Name) (Position – CEO or CFO)

of Jefferson Radiology being duly sworn, depose and state that the
information provided in this CON Letter of Intent/Waiver Form (2030) is true and accurate to
the best of my knowledge, and that _____ complies with the appropriate and
(Facility Name)

applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486
and/or 4-181 of the Connecticut General Statutes.

Mark S. Grossman
Signature

7/24/06
Date

Subscribed and sworn to before me on 7/24/06

Barbara B. Peracchio
Notary Public/Commissioner of Superior Court

My commission expires: _____



Barbara B. Peracchio
Notary Public, State of CT
My Commission Expires: _____
June 30, 2010

Project Type Listing

Please indicate the number or numbers of types of projects that apply to your request on the line provided on the Letter of Intent Form (Section II, page 2).

Inpatient

1. Cardiac Services
2. Hospice
3. Maternity
4. Med/ Surg.
5. Pediatrics
6. Rehabilitation Services
7. Transplantation Programs
8. Trauma Centers
9. Behavioral Health (Psychiatric and Substance Abuse Services)
10. Other Inpatient

Outpatient

11. Ambulatory Surgery Center
12. Birthing Centers
13. Oncology Services
14. Outpatient Rehabilitation Services
15. Paramedics Services
16. Primary Care Clinics
17. Urgent Care Units
18. Behavioral Health (Psychiatric and Substance Abuse Services)
19. MRI
20. CT Scanner
21. PET Scanner
22. Other Imaging Services
23. Lithotripsy
24. Mobile Services
25. Other Outpatient
26. Central Services Facility

Non-Clinical

27. Facility Development
28. Non-Medical Equipment
29. Land and Building Acquisitions
30. Organizational Structure (Mergers, Acquisitions, Affiliations, and Changes in Ownership)
31. Renovations
32. Other Non-Clinical

PROJECT DESCRIPTION

Jefferson Radiology (JR) is a private physician group of 38 radiologists, offering sub-specialized diagnostic and interventional imaging services. All the physicians in JR are licensed in the State of Connecticut and Board Certified. They are committed to delivering high quality radiology services. Jefferson Radiology, established in 1963, is the largest private practice radiology group in Connecticut. JR provides radiology services to Hartford Hospital, Johnson Memorial Hospital, Windham Community Hospital, and Connecticut Children's Medical Center. Additionally, JR has six private offices located in Avon, Glastonbury, Hartford, West Hartford, Enfield, and Wethersfield. JR provides MRI, CT, ultrasound, mammography, nuclear medicine, and diagnostic and interventional imaging services. JR prides itself on offering state of the art equipment, friendly and compassionate staff and a team of physicians dedicated to providing the highest quality of care.

The Glastonbury office currently offers all diagnostic imaging modalities including: CT, MRI (high field and open), ultrasound, digital mammography, nuclear medicine, fluoroscopy, bone densitometry (DEXA), diagnostic x-ray and vascular ultrasound. The open MRI in the Glastonbury office is a Hitachi 0.3T Open Magnet which was purchased used and installed in 2004. The cost of this scanner was below \$400,000 and therefore did not require CON approval. The equipment has not performed at the level expected of JR's radiologists or referring physicians. Many larger patients or claustrophobic patients need examinations that cannot be performed on the current open MRI scanner due to limitations of the equipment. Specific examples of studies that cannot be performed on the current open magnet include, dynamic breast cancer imaging, diffusion weighted brain imaging, dynamic abdominal breathhold imaging, and musculoskeletal imaging using chemical fat saturation. Many other studies performed on the current equipment do not provide the detail needed to for Jefferson's radiologists to confidently determine the results. Given these limitations, JR has determined that its patients and referring physicians would be much better served with the proposed replacement equipment.

The practice overall performed more than 14,700 MRI scans in 2005 and is on track to perform more than 16,000 MRI scans in 2006. MRI volumes in the Glastonbury office were 5,900 in 2004 and are projected to exceed 7,800 MRI scans in 2006. The overwhelming majority of the Glastonbury office scans are being performed on the closed 1.5 Tesla magnet since the image quality provided by the Hitachi open magnet is only clinically appropriate for a few types of scans. The 1.5 Tesla magnet is fully utilized and is running extended hours of operation to accommodate all of the patient demand. In order to meet the patient demand, the 1.5 Tesla magnet is running from 7 a.m. until 10 p.m. twice during the week and from 7 a.m. until 9 p.m. the other three week days. In addition, patients are scheduled from 7 a.m. until 5 p.m. on Saturday and Sunday. JR is seeking approval to replace the Hitachi open magnet with a Siemens 1.5 Tesla open bore magnet. The proposed magnet will offer significantly improved image quality over the Hitachi open magnet while still providing an open style magnet which can accommodate claustrophobic and large/obese patients.

The current population includes the full spectrum of patients who require MRI scanning. MRI scanning differentiates between normal and abnormal tissues in the body which helps to identify the presence of disease. The target population is the same as the current population and will include patients referred to Jefferson Radiology with a variety of MRI scanning needs in such areas as brain, breast, musculoskeletal, cardiovascular, abdominal, etc.

Other known MRI providers in the proposed service area are listed below:

Service Area Town	MRI Provider	Equipment (if known)
Glastonbury	▪ Radiology Associates of Hartford	▪ MRI (equipment not known) ▪ 0.35 Hitachi

Service Area Town	MRI Provider	Equipment (if known)
	▪ Open MRI of Glastonbury	▪ .35 Hitachi
Wethersfield	▪ Medical Imaging Center of Wethersfield	▪ Open MRI
East Hartford	▪ None	
Rocky Hill	▪ Medical Imaging Center	▪ .23 Open
Manchester	▪ Manchester Hospital	▪ 1.5 GE LX
Vernon/Rockville	▪ Rockville General Hospital	▪ 1.5 GE LX Mobile
South Windsor	▪ Open MRI at Buckland Hills ▪ ECHN	▪ .3 Hitachi ▪ MRI (equipment not known)
Newington	▪ None	
Cromwell	▪ None	
Colchester	▪ None	
Marlborough	▪ Marlborough Medical Center (Middlesex Hospital)	▪ MRI (equipment not known)

The effect of this project on the health care delivery system in Connecticut will be positive. Jefferson Radiology's patients will be provided more access to high quality MRI imaging services. Access will be improved as will quality of care for a large patient population who seek MRI services from Jefferson Radiology.

Jefferson Radiology, P.C. will provide the service. Payers of this service include Medicare, Medicaid and commercial payers that operate in the State of Connecticut.

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ATTACHMENT – VENDOR QUOTES

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

JEFFERSON X-RAY

131 NEW LONDON TNPk, STE. 208
GLASTONBURY, CT 06033

LOCAL SALES OFFICE: Boston

Siemens Medical Solutions USA, Inc.

200 Wheeler Rd, 3rd Floor

Burlington, MA 01803

Phone: (781) 203-6000

Fax: (781) 203-6025

PROPOSAL REFERENCE
Proposal: 1-6GKAMR Date: 6/16/2006
Siemens' REPRESENTATIVE
Elizabeth Dermody

INQUIRIES REGARDING THIS
PROPOSAL SHOULD REFER TO
SYSTEM QUOTE # AND BE
DIRECTED TO THE LOCAL SALES
OFFICE

Siemens Medical Solutions USA, Inc., is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

MAGNETOM Espree

This is a Preliminary Quote.

Quote total includes a Trade-in which is valid till
August 6, 2006.

This quote is based upon standard delivery terms and conditions (e.g., standard work hours, first floor delivery, etc.), basic rigging, mechanical installation and calibration. Siemens Medical Solutions USA, Inc. Project Management shall perform a site-specific assessment to ascertain any variations that are out of scope and not covered by the standard terms (examples such as, but not limited to: larger crane, nonstandard work hours, removal of existing equipment, etc.). Any noted variations identified by Siemens Project Management shall remain the responsibility of the customer and will be subject to additional fees

DELIVERY SUBJECT TO AVAILABILITY

FREIGHT CHARGES AND TAXES, IF ANY, ARE PAYABLE UPON RECEIPT OF INVOICE.

WARRANTY: See specific product line attachment definitions.

THIS QUOTATION IS IN US DOLLARS AND IS VALID FOR 45 DAYS.

TERMS OF PAYMENT:

PURCHASING AGREEMENT: CareCore National, LLC

Siemens Medical Solutions USA, Inc.

CUSTOMER'S ACCEPTANCE:

SUBMITTED BY: _____ (signature)

NAME: Elizabeth Dermody

TITLE: Siemens' REPRESENTATIVE

DATE: 6/16/2006

BY: _____ (signature)

NAME: _____

TITLE: _____

DATE: _____

Siemens Medical Solutions USA, Inc.

1 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

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131 NEW LONDON TNPk, STE. 208
GLASTONBURY, CT 06033

PROPOSAL REFERENCE

Proposal: 1-6GKAMR Date: 6/16/2006

<u>System Quote #</u>	<u>System Quote Name</u>
1-6HIRX8	MAGNETOM Espree
<u>Revision</u>	<u>Terms of Payment</u>
3	
FOB: Destination	

CareCore National, LLC terms and conditions apply to system quote #1-6HIRX8.

RELEVANT Items for System Quote #1-6HIRX8

Qty	Part #	Description	Extended Net Price
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MAGNETOM Espree

1 07584514 MAGNETOM Espree - System

The Siemens 1.5T MAGNETOM Espree, a Tim system, is the first Open Bore MR scanner. It uniquely supports revolutionary patient care through: - Revolutionary, CT-like bore design 70 cm patient diameter, 125 cm long system (cover to cover) for head out of the magnet in 60% of the anatomy scanned. - Tim (Total imaging matrix) technology, the tremendous innovative RF system and matrix coil technology, which provides up to 100% more SNR, streamlines positioning and opens the door to whole body imaging. - syngo®, the Siemens unique multi modality software providing innovative applications and workflow automation features. The system including magnet, electronics and control room can be installed in 30 sqm (325 sq. ft). The basic system includes: - Unique ultra-short 120 cm long, whole-body superconductive 1.5T magnet with Zero Helium Boil-Off technology - Siemens exclusive Actively Shielded water-cooled gradient system - Digital RF Transmit and Receive System - RF Coils - High performance new host computer and image processor - syngo® MR software including Inline Technology, 1D/2D PACE, iPAT and Phoenix - Tim Application Suite including seven dedicated Suites: Neuro Suite, Angio Suite, Cardiac Suite, Body Suite, Onco Suite, Ortho Suite, and Pediatric Suite According to the Guidelines for the energy and environmental policy of the European Union we are required to carry parts and components

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RELEVANT Items for System Quote #1-6HIRX8

Qty	Part #	Description	Extended Net Price
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accessible to new utilisation back to the manufacturing process. Our products correspond to these Guidelines and contain recycled or reconditioned ETN (Equivalent To New) parts and components. We safeguard for the ETN parts and components the same function, quality and lifetime compared to new parts through severe selection and quality assurance during the entire manufacturing process. For system cooling either the predefined chiller option or the Separator is required.

1	14401432	Tim [32x8] Z-engine #Es	
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Tim [32x8] Z-engine performance level Tim [32x8] is Total imaging matrix with 32 seamlessly integrated coil elements, combinable to 8 RF channels. It is the leading technology for clinical routine. Tim [32x8] has flexibility in Parallel Imaging. PAT factors up to 4 (one direction) or 9 (in two directions, with optional iPAT Extensions) help speed acquisitions. Maximum SNR is ensured through the new matrix coil technology. Z-engine Gradient System The Z-engine is designed combining high performance while minimizing acoustic noise.

1	14401433	Label Tim [32x8] #Es	
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Label on the front cover displaying the Tim level of the system.

1	08464872	PC Keyboard US english #Av,Es,TATS	
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Standard PC keyboard with 101 keys.

1	14401434	Cover Satin White #Es	
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The color of the main face plate cover with integrated control panel and table display is Translucent Teal. The table elevator cover and adjoining upper left cover are presented in an optically appealing Satin White design.

1	14401451	Standard Patient Matrix Table #Es	
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The patient table is mounted directly to the magnet assembly. The table can support up to 200 kg (440 lbs) patients with unrestricted vertical and horizontal movement.

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Qty	Part #	Description	Extended Net Price
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1	08464989	PMU Wireless Physio Control #Av,Es	
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Physiological Measurement Unit (PMU) - Wireless Physio Control for wireless triggering, synchronizes the measurement with the physiological cycles of cardiac and/or respiratory motion. Wireless technology for all sensors allows fast and easy patient set-up and comfort, and robust cardiac or respiratory signal transmission as it eliminates the need to attach cables to the patient. The Wireless Physio Control contains wireless VCG, respiration and pulse sensors and a charging station as all sensors are powered by rechargeable batteries.

1	07820058	iPAT Extensions #Tim	
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iPAT Extensions (integrated Parallel Acquisition Techniques): iPAT² allows iPAT in 2 directions simultaneously (phase encoding direction and 3D direction for 3D sequences). By applying PAT in 2 directions simultaneously, the effective PAT factor can be maximized, and PAT applications are extended.

1	14402526	BLADE #Tim	
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Motion insensitive multi-shot Turbo Spin Echo (TSE) sequence with inter-shot motion correction for in-plane head motion.

1	14405224	Composing syngo #Tim	
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This application provides dedicated evaluation software for creating full-format images from overlapping MR volume data sets and MIPs (starting from syngo MR B13) acquired at multiple stages.

1	07820074	Inline Diffusion #Tim	
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Automatic real-time calculation of trace-weighted images and ADC maps with Inline technology. Compatible to single-shot diffusion-weighted EPI.

1	07820082	Inline Perfusion #Tim	
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Automatic real-time calculation of Global Bolus Plot (GBP), Percentage of Baseline at Peak map (PBP), and Time-to-Peak map (TTP) with Inline technology.

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RELEVANT Items for System Quote #1-6HIRX8

Qty	Part #	Description	Extended Net Price
1	08464765	CISS & DESS #Tim Advanced 3D imaging sequences and protocols which are unique to Siemens: - 3D DESS and - 3D CISS	
1	08464815	Body Matrix Coil #Tim The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. The Body Matrix Coil features: - 6-element design with 6 integrated preamplifiers, with 2 clusters of 3 elements each - Operated depending on the Matrix Coil Mode as a 2-channel coil (CP Mode), 4-channel coil (Dual Mode) or 6-channel coil (Triple Mode) - Operates in an integrated fashion with the Spine Matrix coil (2 rings of 6 elements each = 12-element design) - Can be combined with further Body Matrix coils for larger coverage - No coil tuning - iPAT-compatible Applications: - Thorax (incl. heart) - Abdomen - Pelvis - Hip Can be combined with: - Head Matrix coil - Neck Matrix coil - Spine Matrix coil - Additional Body Matrix coils (typically 2-3 in total) for additional anatomical coverage - PA Matrix coil (Peripheral Angio Matrix; optional) - All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large) - CP Head Array coil - Endorectal coils	
1	08464823	PA Matrix Coil #Tim The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. The PA Matrix Coil features: - 16-element design with 16 integrated preamplifiers, in 8 CP pairs, i. e. 4 levels with 2 CP elements each - Operates in an integrated fashion with the Body Matrix Coils and Spine Matrix Coil and for Whole-Body examinations also with the Head and Neck Matrix Coil (for Whole-Body examinations the optional Tim Whole Body Suite is required) - Can be utilized Head and Feet First - Both legs are independently covered with coil elements, maximizing the coil filling factor and the signal-to-noise ratio - No coil tuning -	

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Qty	Part #	Description	Extended Net Price
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Includes special non-ferromagnetic coil cart for safe, user-friendly storage - iPAT-compatible
Applications: - High-resolution angiography of both legs incl. pelvis with highest signal-to-noise ratio
- Visualization of the iliac arteries and aorta Can be combined with: - Head Matrix Coil - Neck
Matrix Coil - Spine Matrix Coil - Body Matrix Coils (up to 3) - All flexible coils (e.g. CP Flex coil,
small, CP Flex coil, large)

1	05671610	CP Breast Array Coil #S,Av,Es	
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	14405244	Shoulder Array Coil #Es	
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This iPAT compatible coil for examinations of the left or right shoulder consists of a base plate and two receive array coil attachments available in different sizes, these will be attached and can be relocated on the basis plate.

1	08464948	CP Extremity Coil #Tim	
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Circularly Polarized no-tune transmit/receive coil for joint examinations in the region of the lower extremities.

1	08465028	Coil Storage Cart #Tim	
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Its dimensions are: Width 140 cm (4' 7") when closed and 280 cm (10' 10") when opened, depth 55 cm (22") and height 127 cm (4' 2").

MR Console Tables and Containers

1	07275907	Table syngo 1,2m	
---	----------	------------------	--

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Qty	Part #	Description	Extended Net Price
1	07090207	Office Container syngo, 45cm	
1	14401443	Cable Set syngo 11/9 #Es Cable length inside the cabin 11 m, cable length outside the cabin 9 m. Inclusive Ethernet Twisted Pair Adapter and 10 m cable.	
1	14401476	Venting Kit Airfreight #Av,Es Overpressure valve as a transport safety device for cold delivery of the magnet by air (designed for air pressure conditions below atmospheric during transport by plane).	
1	05672105	Helium Fill 30/70 #S,Av,Es,TATS	
1	08465481	Chiller, 60 Hz #Av,Es The KKT KCC 215 is a dedicated MAGNETOM Avanto and Espree 20°C chiller. The chiller has to be used in combination with the IFP (Interface Panel). This applies if no chilled water supply is available at all on-site. The IFP is included in delivery.	
1	08465309	Chiller Soft Starter, 60 Hz #Tim The purpose of the soft start option is the smooth start up of the compressor units.	
1	08857828	UPS Cable #Tim Power cable for the UPS-system UPS Powerware PW 9125-3000i (8857810) at the ACC of the MAGNETOM Avanto and Espree for backing up the computer. Standard cable length 9 m.	

MAGNETOM Espree - Local

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RELEVANT Items for System Quote #1-6HIRX8

Qty	Part #	Description	Extended Net Price
1	CHILINST_AVT	Chiller Start-up and Warranty for TIM	
1	MR_APPLS_5_3	MR Application Training	
1	MR_STD_RIG_INST	MR Standard Rigging and Installation	
1	MR_STD_DEINSTALL	MR Standard De-Installation	
1	MR_BTL_DEINSTALL	MR Standard De-Installation - BTL	
1	NV800055	Invivo 1.5T, 4 ch. High-Res. wrist coil	
1	MR_SYNGO	Basic syngo training (2 tech)	
4	MR_TRAVEL_PKG1	Travel pckg.f.1attend.to a SMS train.Ctr	
2	MR_SYNGO_1TECH	Basic syngo training (1 tech)	

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RELEVANT Items for System Quote #1-6HIRX8

Qty	Part #	Description	Extended Net Price
1	MR_APPLS_ADD_5	Additional 5 days on-site training	
1	PWR9125H3000	Powerware 9125 3000i - 3kVA UPS plusEBM	
2	PWR9125CORD	Powerware Power Cord 9125-3kVA	
1	MR_PR_FI_222	MR Promo 1	
1	MR_TRADE_IN_ALLOW	MR Trade-in-Allowance	
1	05142869	Arm Rest for MR H/S	

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GLASTONBURY, CT 06033

PROPOSAL REFERENCE

Proposal: 1-6GKAMR Date: 6/16/2006

OPTIONAL Items for System Quote #1-6HIRX8 (not included in contract total)

Qty	Part #	Description	Extended Net Price
1	M3SSMR300EP	MEDRAD Spectris Solaris EP MR Injector	\$34,440
1	14401452	Remov. Matrix Table w.Trolley #Es	\$28,800

The patient table is mounted directly to the magnet assembly. The table can support up to 200 kg (440 lbs) patients with unrestricted vertical and horizontal movement. The removable table allows docking of the table top with a trolley for preparing patients outside the scan room for maximum flexibility and speed.

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

JEFFERSON X-RAY

131 NEW LONDON TNPk, STE. 208
GLASTONBURY, CT 06033

PROPOSAL REFERENCE

Proposal: 1-6GKAMR Date: 6/16/2006

Contract Total: \$1,584,116

(items marked 'optional' not included in total)

FINANCING:

The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

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Terms and Conditions of Sale

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between the Seller identified on the first page hereof to sell products ("Products") and Purchaser and shall govern the sale of the Products. Seller shall not be bound by, and specifically objects to, any term, condition or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless Seller specifically agrees to any such provision in a writing signed by Seller. Products may contain used, reworked or refurbished parts and components that comply with performance and reliability specifications. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. An order shall be binding on Seller only after a credit approval and an order confirmation have been issued by Seller. Acceptance is expressly made conditional on Purchaser's acceptance of these terms and conditions. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (f) Purchaser will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, and (g) Purchaser will indemnify and hold Seller harmless from and against any and all claims, damages, losses, expenses, and costs, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars, and include standard and customary packaging. F.O.B. terms are set forth in Section 6.2 hereof. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

2.2 Delay in Acceptance of Delivery. Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver to storage at Purchaser's risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

2.3 Escalation. Unless otherwise agreed to in writing, except as to goods to be delivered within six (6) months of Seller's acceptance of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Due Date. Unless otherwise set forth in the quotation, Seller's payment terms are as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1 1/2% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that

Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

4.3 Payment of Lesser Amount. If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt shall not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due to or pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere shall constitute or be construed as an accord or satisfaction.

4.4 Where Payment Upon Installation or Completion. Should any special terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and the installation or completion is delayed for any reason for which Seller is not responsible, the Products shall be deemed installed upon delivery and, if no other terms were agreed upon in writing signed by the parties, the balance of payments shall be due no later than thirty (30) days from delivery regardless of the actual installation date.

4.5 Default. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment due Seller within ten (10) days of receipt of notice of non-payment from Seller; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Seller; (iii) a default by Purchaser or any affiliate of Purchaser under any other obligation to or agreement with Seller, Siemens Financial Services, Inc. or Siemens Medical Solutions Health Services Corporation, or any assignee of the foregoing (including, but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract); or (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Purchaser (including any assignment by Purchaser for the benefit of creditors). Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (e) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (f) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (g) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) Purchaser shall pay any deficiency remaining after collection or realization by Seller on the Products.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Purchaser shall not, directly or indirectly, violate any U.S. law, regulation or treaty, or any other international treaty or agreement, relating to the export or reexport of any Product or associated technical data, to which the U.S. adheres or with which the U.S. complies. Purchaser shall defend, indemnify and hold Seller harmless from any claim, damage, liability or expense (including but not limited to reasonable attorney's fees) arising out of or in connection with any violation of the preceding sentence. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order by Seller. Seller shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

6.2 Risk of Loss; Title Transfer. Unless otherwise agreed to in writing, the following shall apply:

(a) For Products that do not require installation by Seller or its authorized agent or subcontractor, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller or its authorized agent or subcontractor, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of the installation by Seller or its authorized agent or subcontractor.

(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of the Purchaser unless otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making a claim against the carrier.

7. SECURITY INTEREST/FILING

7.1 From the F.O.B. point, Seller shall have a purchase money security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser hereby (i) authorizes Seller to file (and Purchaser shall promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any Uniform Commercial Code financing statements with respect to the Products and/or this Agreement. Purchaser also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by Seller as a Uniform Commercial Code financing statement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon written agreement.

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of Seller's reasonable cancellation charges not to exceed 25% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment has been made.

8.3 Seller shall have the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller will make every effort to complete shipment, and installation where indicated, but shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental rules or regulations, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. Unless otherwise set forth in the quotation or in a separate Warranty Statement covering the Products to be provided by Seller, the warranty period shall commence on the date that the Products have been installed in accordance with 12.6 hereof, which date shall be confirmed in writing by Seller, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable.

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10.2 No warranty extended by Seller shall apply to any Products which have been damaged by accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied equipment without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment; which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, no warranty extended by Seller shall apply to any transducer failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgement, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, except as specifically stated in writing, nor to products or parts thereof supplied by Purchaser.

10.3 This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that the Purchaser's claim is valid under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed other than during these times, such service can be made available at an additional charge, at Seller's then current rates.

SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN OR THAT WHICH MAY BE PROVIDED IN A SEPARATE WARRANTY COVERING THE APPLICABLE PRODUCT CATEGORY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY DEFECT, DEFICIENCY OR NONCONFORMITY IN ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. This provision does not affect third party claims for personal injury arising as a result of Seller's negligence or product defect. **THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.**

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products covered hereby shall be installed by and at the expense of Seller except for rigging charges which shall be the responsibility of Purchaser.

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the

obligations set forth in 12.4 below, Seller shall install the Products covered hereby and connect same to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. If a trade union, or unions, prevents Seller from performing the above work, the Purchaser shall make all required arrangements with the trade union, or unions, to permit Seller completion of said work. Moreover, any additional cost related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser shall provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by Seller. If any special work of any type must be performed in order to comply with requirements of any governmental authority, including procurement of special certificates, permits and approvals, the same shall be performed or procured by Purchaser at Purchaser's expense. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed dangerous conditions and that all site requirements are met. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

12.5 Regulatory Reporting. In the event that any regulatory activity is performed by other than Seller authorized personnel, Purchaser shall be responsible for fulfilling any and all reporting requirements.

12.6 Completion of Installation. Installation shall be complete upon the conclusion of final calibration and checkout under Seller standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Product, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates:

(a) Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.

(b) Seller shall then, at its own expense, defend or settle such claims, procure for the Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by the Purchaser less reasonable depreciation for Purchaser's use of the Products.

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by the Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser shall indemnify and hold

Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith.

14. DESIGNS AND TRADE SECRETS/LICENSE

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, shall remain Seller's property and shall at all times be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without Seller's prior written consent.

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule as attached hereto.

14.3 Diagnostic/Maintenance Software is not included under 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

15. ENGINEERING CHANGES

15.1 Seller makes no representation that engineering changes which may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

17. DAMAGES, COSTS AND FEES

17.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall NOT be entitled to recover from the other party any punitive damages. The prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

18. MODIFICATION

18.1 This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

19. GOVERNING LAW

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products.

21. SEVERABILITY; HEADINGS

21.1 No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and will have no substantive effect.

22. WAIVER

22.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

23. NOTICES

23.1 Any notice or other communication under this Agreement shall be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

24. RIGHTS CUMULATIVE

24.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in anyway limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

25. END USER CERTIFICATION

25.1 Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financings). 08/05 Rev.

Siemens Medical Solutions USA, Inc.

Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

**Software License Schedule To The Siemens Medical Solutions USA, Inc.
Terms and Conditions of Sale**

1. DEFINITIONS: The following definitions apply to this Schedule: "Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

"Licensor" shall mean Siemens Medical Solutions USA, Inc.

"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.

"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.

"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**

3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto.

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51 Valley Stream Parkway, Malvern PA 19355

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Siemens Medical Solutions USA, Inc.

 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions
Health Services Corporation

Siemens Medical Solutions
Ultrasound Division


MR Warranty Information

Product	Period of Warranty ¹	Coverage
MR System (not including consumables)	12 month	Full Warranty (parts & labor)

Post Warranty (after expiration of system warranty) – Replacement parts only!

Magnet	12 month	Parts only
Spare Parts	6 month	Parts only
Consumables	Not Covered	

Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

 Magnet extends to 60 month only if there is a Five Year Cryogen Supply Contract plus a Five Year Magnet Maintenance Agreement attached to the Service Agreement.

¹ Period of warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.

Conover CPA, Jean L.

From: KingDevel@aol.com
Sent: Friday, July 14, 2006 4:28 PM
To: Blakely, Donna; Conover CPA, Jean L.
Subject: Re: FW: construction estimate for Glastonbury MRI

Donna & Jean,

Glastonbury MRI - (Esprey) \$354,400.00 Written costs to follow.

Thanks,
David

Written quote not yet received
David Seymour
Kingsbrook Development